

1 BILL NO. S-96-02- 09

2 SPECIAL ORDINANCE NO. S- 16-96

3 AN ORDINANCE DESIGNATING THE BOARD
4 OF PUBLIC WORKS AS LEASING AGENT FOR
5 THE CITY OF FORT WAYNE, INDIANA;
6 APPROVING THE LEASE OF VARIOUS
7 VEHICLES AND EQUIPMENT ITEMS BY THE
8 CITY OF FORT WAYNE; APPROVING A
9 FORM OF LEASE; AUTHORIZING
10 ACCEPTANCE OF A LESSOR; AND
11 APPROVING OTHER ACTIONS WITH RESPECT
12 THERETO.

13 WHEREAS, the City of Fort Wayne, Board of
14 Public Works needs to acquire various vehicles and
15 equipment items for use by the City of Fort Wayne Police
16 Department for continued effective operations; and

17 WHEREAS, the Board of Public Works has, in the
18 past, generally coordinated the leasing of various
19 vehicles and equipment items and has let bids therefore;
20 and

21 WHEREAS, various bids have been let for the
22 acquisition of various vehicles and equipment items and
23 Common Council approval of the acquisition of said
24 various vehicles and equipment items is pending; and

25 WHEREAS, this Common Council now deems it in
26 the public interest to lease said various vehicles and
27 equipment items rather than purchase said items; and

28 WHEREAS, sufficient net revenues are available
29 from the City to make lease rental payments on a timely

1 basis as required for the leasing of various vehicles and
2 equipment items; and

3 **WHEREAS,** a form of lease with option to
4 purchase has been reviewed and is deemed appropriate for
5 the lease of said various vehicles and equipment items
6 by the City; and

7 **WHEREAS,** notices have been published requesting
8 proposals from lessors to acquire the various vehicles
9 and equipment items and to lease same to the City,
10 pursuant to the terms and conditions contained in the
11 form of lease; and

12 **WHEREAS,** the proposed lease provides for fair
13 and reasonable rental and other equitable terms and
14 conditions and, further, that the execution of said lease
15 will permit the use and acquisition of said various
16 vehicles and equipment items within the present financial
17 capabilities of the City and therefore same is in the
18 public interest.

19 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
20 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

21 **SECTION 1.** This Common Council finds that the
22 Board of Public Works should be and hereby is designated
23 as the leasing agent for the City of Fort Wayne, Indiana,
24 for the transaction herein contemplated.

25 **SECTION 2.** The Common Council of the City of
26 Fort Wayne hereby authorizes the City to lease, as

1 lessee, those various vehicles and equipment items listed
2 on the attached Exhibit "A," made a part hereof. It is
3 understood that the exact lessor purchase costs for such
4 various vehicles and equipment items listed on the
5 Exhibit "A" shall be determined in accordance with
6 bidding procedures of this City and accordingly subject
7 to approval by this Common Council, however, the gross
8 cost for such purchases shall not exceed _____
9 Dollars (\$1,789,029.00).

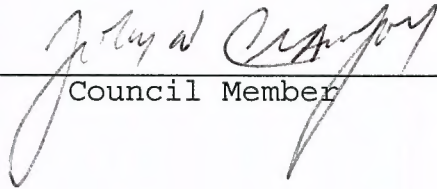
10 **SECTION 3.** The form of the lease, with option
11 to purchase for said lease is attached hereto as a part
12 hereof, as Exhibit "B." This form of lease, with option
13 to purchase, shall be used by the City for the
14 transactions herein contemplated and said form of lease
15 is hereby approved and ratified. This lease form may be
16 modified only to the extent that such modifications are
17 not material in form or consideration. Authority is
18 hereby given for the Board of Public Works to enter into
19 the lease upon the determination by the Corporation
20 Counsel.

21 **SECTION 4.** The Board of Public Works of the
22 City of Fort Wayne is hereby empowered and authorized to
23 award lessor rights to the most responsive and
24 responsible bidder.
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1 **SECTION 5.** The Mayor and the Board of Public
2 Works are empowered and authorized to execute, on behalf
3 of the City, leases and other documents as contemplated
4 herein with lessor so selected.

5 **SECTION 6.** This Ordinance shall be in full
6 force and effect from and after its passage and approval
7 by the Mayor.
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11 APPROVED AS TO FORM
12 AND LEGALITY



Council Member

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15 J. Timothy McCaulay, City Attorney
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EXHIBIT

"A"

TABERN.

ITEM	UNIT COST	QUANTITY	NOT TO EXCEED	
			TOTAL COST	VENDOR
1996 CROWN VICTORIA				
POLICE CRUISERS	\$ 18,063	66	\$ 1,192,158	ALLEN CO. MOTORS
SERVICE MANUALS	\$ 97	2	\$ 194	ALLEN CO. MOTORS
CRUISER PERSONAL CONTAINMENT MODULE INCLUDING INSTALLATION	\$ 1,000	60	\$ 60,000	TO BE DETERMINED
LIGHTBARS	\$ 945	33	\$ 31,185	TO BE DETERMINED
LIGHT BARS W/ ARROW	\$ 975	36	\$ 35,100	TO BE DETERMINED
MOTOROLA GM 300 RADIOS	\$ 522	73	\$ 38,106	D & L COMMUN.
SIRENS AND MIC	\$ 450	64	\$ 28,800	TO BE DETERMINED
100 WATT SPEAKERS	\$ 55	4	\$ 220	TO BE DETERMINED
FIRST AID KITS	\$ 22	85	\$ 1,834	TO BE DETERMINED
FIRE EXTINGUISHERS	\$ 23	75	\$ 1,693	TO BE DETERMINED
MONOSHIELDS	\$ 4	70	\$ 280	TO BE DETERMINED
GUN MOUNTS	\$ 135	70	\$ 9,450	TO BE DETERMINED
USED UNMARKED VEHICLES	\$ 13,000	15	\$ 195,000	TO BE DETERMINED
4 WHEEL DRIVE VEHICLES	\$ 24,000	4	\$ 96,000	TO BE DETERMINED
SPECIALTY VANS	\$ 11,000	4	\$ 44,000	TO BE DETERMINED
EXTENDED VANS	\$ 13,000	2	\$ 26,000	TO BE DETERMINED
PICK-UP TRUCK WITH LIFT	\$ 20,000	1	\$ 20,000	TO BE DETERMINED
TOTAL			\$ 1,780,020	

RESOLUTION OF THE BOARD OF PUBLIC WORKS
OF THE CITY OF
FORT WAYNE, INDIANA

RESOLUTION NO. _____

WHEREAS, the City of Fort Wayne needs to lease various vehicles and equipment items for use by the Fort Wayne Police Department continued effective operations; and

WHEREAS, the Board of Public Works has, in the past, generally coordinated such leasing and has let bids therefore; and

WHEREAS, numerous bids have been let for the acquisition of various vehicles and equipment items and the Common Council is expected to approve the acquisition of said various vehicles and equipment items; and

WHEREAS, sufficient revenues are available from the City's General Fund and various public safety department funds to make lease rental payments on a timely basis as required for the leasing of said various vehicles and equipment items; and

WHEREAS, notices have been published requesting proposals from lessors to acquire the various vehicles and items of capital equipment and to lease the same to the City, pursuant to the terms and conditions contained in the form of lease; and

WHEREAS, the proposed lease provides for fair and reasonable rental and other equitable terms and conditions and, further, that the execution of said lease will permit the use and acquisition of said various vehicles and equipment items within the present financial capabilities of the City and therefore same is in the public interest; and

WHEREAS, the Common Council designates the Board of Public Works as leasing agent for the City of Fort Wayne, Indiana, for the transactions herein contemplated.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, THAT:

SECTION 1. The Board of Public Works will receive bids from potential lessors for the lease of certain various vehicles and equipment items on FEBRUARY 28, 1996.

SECTION 2. The Board of Public Works, after reviewing all of the bids submitted to it pursuant to the Notice to Bidders and the Request for Proposal, will designate the lessor of those various vehicles and equipment items listed on the bids received from potential lessors for the lease of certain various vehicles and equipment items listed on the attached Exhibit "A" on FEBRUARY 28, 1996. The exact lessor purchase cost for the various vehicles and items of capital equipment contained on the attached Exhibit "A"

shall be determined in accordance with bidding procedures
of the City of Fort Wayne, if not so previously
determined.

DATED: _____

BOARD OF PUBLIC WORKS

Linda Buskirk, Director

C. James Owen, Member

Terrance McCaffrey, Member

ATTEST: _____
Patricia Crick, Clerk

interoffice

MEMORANDUM



Fort Wayne - World Class

to: Members of City Council
from: David K. Sedestrom, Deputy Controller *DS*
subject: 1996 Police Equipment Lease
date: February 23, 1996

Attached is a resolution pertaining to the lease financing associated with the purchase of various vehicles and items of capital equipment for use by the City of Fort Wayne Police Department (see Exhibit "A"). The Board of Public Works is in the process of obtaining bids, with opening and award scheduled for Wednesday February 28, 1996. While exact details will not be available until after bid opening, it is anticipated that a 60 month lease, utilizing either semi-annual or monthly payment schedules, will be employed with an interest rate of approximately 6.5%. Once a bid award is made, the actual lease financing information will be summarized and distributed to council before the discussion session.

Listed below are estimated financing figures based on the above assumption and information on prior police equipment financing:

Estimated amount to be financed: \$1,780,020
Estimated interest rate and term: 6.5%, 5 years

<u>Year</u>	<u>Est. Annual Cost</u>
1996	\$208,968
1997	\$417,938
1998	\$417,938
1999	\$417,938
2000	\$417,938
2001	<u>\$208,968</u>
Total Payments	\$2,089,688
Total Est. Interest	\$309,668

Prior Police Financing Outstanding:

<u>Lease Year</u>	<u>Rate</u>	<u>Amount Financed</u>	<u>Annual Amount</u>	<u>Final Payment</u>
1993	6.00%	\$ 630,605	\$155,852	Aug-96
1994	5.95%	\$ 437,429	\$102,414	Aug-99
1995	6.19%	\$1,049,875	\$244,679	Apr -00

Read the first time in full and on motion by Henry,
and duly adopted, read the second time by title and referred to the
committee on Finance (and the City Plan Commission
or recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne, Indiana, on 2-27-96, the 27 day of February
at 10 o'clock
M., E.S.T.

DATED: 2-27-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,
and duly adopted, placed on its passage. PASSED Yes
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE				<u>✓</u>
SCHMIDT	<u>✓</u>			

DATED: 3-12-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 2-16-96
on the 12th day of March, 1996

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Paul Helmke
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 13th day of March, 1996,
at the hour of 11:00 o'clock A M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of March,
1996, at the hour of 3:00 o'clock P M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

EQUIPMENT LEASE PURCHASE AGREEMENT



NAME AND ADDRESS OF LESSEE:

NAME AND ADDRESS OF LESSOR:

CITY OF FORT WAYNE
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

FORT WAYNE NATIONAL BANK
110 W. BERRY STREET
FORT WAYNE, INDIANA 46802

1. **Lease of Equipment.** Lessor hereby leases to Lessee the Equipment on the basis of, and subject to the terms and conditions of, this Agreement for the Lease Term (as hereinafter provided).
2. **Lease Term.** This Agreement shall be effective as of the date of execution by both Lessor and Lessee. The term of this Agreement shall commence on the date of acceptance as evidenced by the execution of Exhibit E hereto and shall terminate the last day of Lessee's current fiscal period ("Original Term"). The term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Original Term, up to a maximum Lease Term specified in Exhibit C hereto. At the end of the Original Term and at the end of each Renewal Term, unless Lessee has terminated this Agreement in accordance with the provisions of the Agreement, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Original Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, and the Rental Payment shall be as provided in Exhibit C to this Agreement.
3. **Payment of Rental Payments.** Lessee shall promptly pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor in such amounts and on such dates as described in Exhibit C. Lessee shall pay Lessor a charge on any delinquent Rental Payment at the rate of 5% per annum or the maximum amount permitted by law, whichever is less, from the time the payment was due until fully paid. NO NOTICE to Lessee is required hereunder to begin the assessment of such late charges.
4. **Basic Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor, its successors and assigns as follows: (a) Lessee is a political subdivision duly organized and validly existing under the constitution and laws of the State (as hereinafter defined) with full power and authority to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder; (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision; (c) Lessee and its appropriate officers and agents, have been duly authorized to execute and deliver this Agreement by proper action of its governing body, or by other appropriate and valid official approval, and all state law requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement. Lessee has complied with such public bidding requirements as may be applicable to this Agreement, the acquisition by Lessee of the Equipment and the financing of said Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel in the form attached hereto as Exhibit B; (d) The Equipment will be used during the Lease Term, by Lessee only for the purpose of performing essential governmental uses and public functions of Lessee consistent with the permissible scope of Lessee's authority and applicable law; (e) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing budget period and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor; (f) Lessee will execute and deliver to Lessor its certificate in the form attached hereto as Exhibit A; all the representations, warranties and covenants of Lessee contained herein are hereby incorporated by reference as if set forth fully in this paragraph. Lessee will not take any action, or fail to take any action, which could adversely affect the exclusion from gross income of the interest paid on this Agreement under Section 103(a) and all other applicable provisions of the Code.
5. **Delivery, Installation and Acceptance of Equipment.** Lessee shall order the Equipment and cause the same to be delivered and installed at the location specified in Exhibit D to this Agreement. Lessee shall pay all delivery and installation costs, if any, in connection therewith unless otherwise provided in the bid specifications. When the Equipment is delivered and installed, Lessee shall immediately accept the Equipment and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate in the form attached hereto as Exhibit E.
6. **Enjoyment of Equipment.** Lessor shall provide Lessee during the Lease Term with quiet use and enjoyment of the Equipment, and Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No assignee of the Lessor shall

interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under this Agreement.

7. **Location; Inspection.** Once installed, the Equipment will not be removed from the location specified in Exhibit D to the Lease without Lessor's consent, which shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.
8. **Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments and other payments hereunder shall constitute a current expense and obligation for the full payment of which current revenues have been, or will, at the proper time, be appropriated by Lessee. It is not intended that such obligations create a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee; nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the Lessee, unless permitted by the Constitution and laws of the State and then only for the period permitted by the Constitution and laws of the jurisdiction in which the Lease is located.
9. **Interest Component.** A portion of each Rental Payment is paid as and represents a payment of interest or a charge which is the equivalent of interest. Exhibit C sets forth the interest (or equivalent of interest) component of each Rental Payment during the Lease Term.
10. **RENTAL PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED HEREIN, THE OBLIGATIONS OF LESSEE TO MAKE PAYMENT OF THE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SETOFF OR DEFENSE, FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.**
11. **Continuation of Lease Term by Lessee.** Lessee intends, subject to appropriation of funds, to continue the Lease Term through the Original Term and all Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the initial fiscal period and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved, and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.
12. **Nonappropriation of Funds.** The Lessee is obligated only to pay periodic payments under the Agreement as may be made lawfully from funds budgeted and appropriated for the purpose during Lessee's current fiscal period. Should Lessee fail however, at any time, to budget, appropriate or otherwise make available funds to pay Rental Payments for the Budget Period next immediately following the then current Original or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least ninety (90) days prior to the end of the then current Original or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees peaceably to deliver the Equipment, at Lessee's expense, to Lessor at the end of the then current Original or Renewal Term at the location(s) to be specified by Lessor.
13. **Nonsubstitution.** Lessee agrees that, if this Agreement is terminated in accordance with nonappropriation provision above or in the Event of Default, Lessee will not purchase, lease or rent equipment performing functions similar to those performed by the Equipment for a period of one hundred and eighty (180) days from the end of the then current Original or Renewal Term, provided these restrictions shall not be applicable in the event the Equipment shall be sold, re-leased or otherwise disposed of by Lessor, and the amount received from such disposition, less all costs of such sale or disposition, are sufficient to pay the then applicable Purchase Price specified in Exhibit C. This Section shall remain in full force and effect notwithstanding the termination of this Agreement.
14. **Title to the Equipment.** Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee subject to Lessor's right under this Agreement, provided that title shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession of the Equipment to Lessor upon (i) any termination of this Agreement without Lessee exercising its option to purchase pursuant to the Agreement or (ii) the occurrence of an Event of Default. It is the intent of the parties that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bills of sale, certificates of title or other instruments of conveyance.

Nevertheless, Lessee shall execute and deliver any instruments as Lessor may request to evidence transfer of the Equipment to the Lessor.

To secure the payment of all of Lessee's obligations under this Agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions, substitutions and on any proceeds. Lessee agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, and any extensions thereto, in form and content satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest and, upon assignment, the security interest of any other assignee of Lessor in the Equipment or to provide notice of such security interest.

15. **Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or been a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.
16. **Surrender of Equipment.** In the event Lessor makes a demand of Lessee to surrender the Equipment in the event of a default or in the event of a nonappropriation, the Lessee agrees, at its own expense, to return the Equipment by delivering it in the same condition as originally delivered to Lessee, normal wear and tear excepted, to such place or on board such carrier, packed for shipping in accordance with the Equipment manufacturer's specification, or as Lessor may otherwise specify.
17. **Maintenance of Equipment by Lessee.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. If requested by Lessor, Lessee will enter into a maintenance contract for the Equipment.
18. **Liens, Taxes, Other Governmental and Utility Charges.** Lessee shall keep the Equipment free of all charges, liens and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and therefore, that the Equipment will be exempt from all property taxes. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. Lessee shall pay all such taxes or charges that may become due; provided that, with respect to any such taxes or charges that may be paid lawfully in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.
19. **Insurance.** At its own expense, Lessee shall maintain (i) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the region encompassing Lessee, together with any other risks reasonably required by Lessor to be covered, in an amount equal to the then applicable Purchase Price of the Equipment and (ii) liability insurance that protects Lessor from liability in all events in an amount satisfactory to Lessor, and (iii) worker's compensation insurance covering all employees working on, in, near or about the Equipment; provided that with Lessor's prior written consent, Lessee may self-insure against such risks. Lessee shall furnish to Lessor certificates evidencing these required insurance coverages throughout the Lease Term.

All such insurance shall be with insurers that are acceptable to Lessor, shall name Lessee and Lessor as insureds and shall contain a provision that such insurance shall not be cancelled or modified materially and adversely to the interest of Lessor without first giving written notice to Lessor at least ten (10) days in advance of such cancellation or modification. All casualty insurance shall contain a provision naming Lessor as loss payee.
20. **Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay its premiums and maintain and repair the Equipment and pay the cost. All amounts advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts advanced by Lessor with interest thereon from the date advanced until paid at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law, whichever is less.
21. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or

corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee shall have exercised its option to purchase the Equipment by making payment of the then applicable Purchase Price as provided in Exhibit C. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. Lessee assumes all right of loss of, or damage to, the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment shall relieve Lessee of the obligations to make rental payments or to perform any other obligations under this Agreement.

For purposes of this Agreement, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorney's fees incurred.

22. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to above. Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable herein, or (b) purchase Lessor's interest in the Equipment by paying the then applicable Purchase Price. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after paying the applicable Purchase Price may be retained by Lessee.
23. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT. LESSOR HAS NO FAMILIARITY WITH THE EQUIPMENT, IS NOT A MANUFACTURER OR VENDOR, AND IS NOT AN AGENT OF THE MANUFACTURER OR VENDOR. LESSEE CONFIRMS THAT IT HAS USED ITS OWN JUDGMENT IN RESPECT TO THE SELECTION OF THE EQUIPMENT.
24. **Vendor's Warranties.** Lessor irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. LESSEE'S SOLE REMEDY FOR THE BREACH OF SUCH WARRANTY, INDEMNIFICATION OR REPRESENTATION SHALL BE AGAINST THE VENDOR OF THE EQUIPMENT AND NOT AGAINST LESSOR, NOR SHALL SUCH MATTER HAVE ANY EFFECT WHATSOEVER ON THE RIGHTS AND OBLIGATIONS OF LESSOR WITH RESPECT TO THIS LEASE, INCLUDING THE RIGHT TO RECEIVE FULL AND TIMELY PAYMENTS HEREUNDER. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or the availability of any warranties by the Vendor of the Equipment relating to the said Equipment.
25. **Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, illegally or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply with all laws of the jurisdiction in which its operations involving any item of Equipment may extend and to obey any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided that Lessee may contest in good faith the validity or application of any law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.
26. **Limitation of Liability.** Lessor shall not be liable for any incidental, indirect, special, or consequential damage in connection with or arising out of this Agreement, or from the existence, furnishing, or functioning of any equipment, product, or service provided for in this Agreement, or from Lessee's use of the Equipment.
27. **Purchase Option.** Lessee shall have the option to purchase Lessor's interest in the Equipment, upon giving written notice to Lessor at least sixty (60) days before the time of purchase, at the following times and upon the following terms: (a) On the last day of the maximum lease term, if the Agreement is still in effect on such day, upon payment in full of rental payments due hereunder and any Additional Payments plus the payment of One (1) Dollar to Lessor, or (b) On the last day of the Original Term or any Renewal Term then in effect, upon payment in full of the Rental Payments then due hereunder and any Additional Payments plus the then applicable Purchase Price to Lessor, or (c) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment on the day specified in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder and any Additional Payments plus the then applicable Purchase Price to Lessor.
28. **Assignment by Lessor.** Lessor's right, title and interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee, provided that any assignment, shall not be effective until Lessee has received written

notice, signed by the assignor, of the name, address and federal tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignment, chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect their interests, or provide notice of their interests, in the Equipment and in this Agreement. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

29. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement and in the Equipment may be assigned, subleased or encumbered by Lessee for any reason except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of counsel designated by Lessor that such subleasing will not adversely affect the exclusion of the interest component of the Rental Payments from federal income taxation. Any such sublease of all or part of the Equipment shall be subject to this Lease and the rights of the Lessor in, to and under this Lease and the Equipment.

30. Release and Indemnification Covenants. To the fullest extent allowed by law, Lessee shall indemnify, protect, hold, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

31. Events of Default Defined. Any of the following shall constitute an "Event of Default" under this Agreement: (a) Failure by Lessee to pay any Rental Payment, additional payment or other payment required to be paid at the time specified; or (b) Failure by Lessee to observe and perform any covenant, condition or agreement to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected, or (c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance are proved to have been false, incorrect, misleading or breached in any material respect, or (d) the occurrence of any event of bankruptcy of Lessee or protracted inability to pay its debts as they come due.

Nonappropriation of funds by the Lessee for the next ensuing Budget Period, does not in and of itself constitute an Event of Default as provided hereunder.

32. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option, to take one or any combination of the following remedial steps: (a) By written notice to Lessee mailed by registered or certified mail, postage prepaid, to Lessee's notice address listed below, Lessor may cancel the Lease and declare its intent to recover possession of the Equipment and may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the Original Term or Renewal Term to be due; or (b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at such place within the United States as Lessor shall specify and sell, without notice, but if notice thereof is required by law, any notice in writing of any such sale given by Lessor to Lessee not less than ten (10) days prior to the date of sale shall constitute reasonable notice thereof to Lessee, on public or private bid, or lease the Equipment for the account of Lessee or sublease the Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneer's and attorney's fees; and (c) Lessor may take such available actions at law or in equity which may appear necessary or desirable to enforce its rights as the owner of the Equipment.

33. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor is intended to be exclusive and every remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it shall not be necessary to give any notice other than such notice as may be required hereunder.

34. **Notices.** All notices, certificates or other communications shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, to the parties at the addresses appearing immediately after the signatures to this Agreement (or at such other address as either party shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration records maintained by Lessee.
35. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
36. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.
37. **Amendments, Changes and Modifications.** This Agreement may be amended, changed and modified by mutual written consent of Lessor and Lessee.
38. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
39. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Lessee is located (each being a "State" for purpose of definition hereunder).
40. **Exhibits.** The Exhibits attached to the Agreement are an integral part of said Agreement and are hereby made a part hereof.
41. **Captions.** The captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date fully executed by Lessor and Lessee.

**FORT WAYNE NATIONAL BANK
LESSOR**

By: _____

Title: _____

By: _____

Title: _____

Attest: _____

Title: _____

Address:

110 W. BERRY STREET
FORT WAYNE, INDIANA 46802
(219) 426-0555

**CITY OF FORT WAYNE
LESSEE**

By: _____

Title: _____

Attest: _____

Title: _____

Address:

ONE MAIN STREET
FORT WAYNE, INDIANA 46802

Date: _____

EXHIBIT A

**LESSEE GENERAL PURPOSE AND
FEDERAL TAX CERTIFICATE**

RE: Equipment Lease Purchase Agreement, between FORT WAYNE NATIONAL BANK, as Lessor and CITY OF FORT WAYNE, as Lessee.

I, the undersigned, the duly appointed, qualified and acting _____ (Clerk or Secretary) of Lessee do hereby certify this _____ day of _____, 1996, as follows:

(1) At a (regular or special) meeting of the governing body of the Lessee held on _____, 19____, the Lessee approved and authorized the execution and delivery of this Equipment Lease Purchase Agreement on its behalf by the following named representatives of the Lessee.

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

who presently and at the time of the authorization hold the office(s) stated in the Title(s).

The Equipment will perform and will be used by the Lessee only for the purpose of performing essential governmental uses and public function of Lessee consistent with the permissible scope of Lessee's authority.

The Lessee is a political subdivision of the State and this Agreement is being issued in calendar year 1996.

There is no litigation of any nature either pending or threatened, restraining or enjoining the execution of the Agreement nor directly or indirectly affecting the proceedings and authority by which the Agreement has been authorized and executed, nor any dispute, controversy or litigation affecting the validity of or security for the Lease.

(2) The meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members. The action approving the Agreement and authorizing its execution has not been altered or rescinded.

(3) No event or condition that constitutes, or with the giving of notice or the lapse of time would constitute, an Event of Default (as such term is defined in the Agreement) exists at this time.

(4) All insurance required in accordance with the Agreement is currently maintained by the Lessee.

(5) Lessee has budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement) and such funds have not been expended for other purposes.

(6) This Certificate is based on facts and circumstances in existence as of this date.

(7) Lessee hereby designates the Equipment Lease Purchase Agreement as a qualified tax-exempt obligation for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, and the tax-exempt obligation designation is hereby made on this date.

(a) Including the Agreement herein so designated, Lessee has not designated more than \$10,000,000 of obligations issued during calendar year 1996 as qualified tax-exempt obligations.

(b) Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee and all subordinate entities of Lessee during calendar year 1996 will not exceed \$10,000,000.

(8) The Equipment will not be used in any trade or business carried on by any person other than a governmental unit. No portion of the principal or interest payment of this Agreement is directly or indirectly (i) secured by any interest in property used or to be used for a private business use or by payments in respect of such property, or (ii) derived or to be derived from payments (whether or not to the Lessee) in respect of property or borrowed money used or to be used for a private business purpose.

(9) Lessee covenants that it will take such other actions as may be necessary so that the Agreement will not constitute obligations the interest on which is subject to federal income taxation as "arbitrage bonds" under Sections 103(b) (2) and 148 of the Code of 1986 as amended and the applicable Treasury Regulations.

(10) Lessee will execute all informational filings required under the Internal Revenue Code of 1986, as amended, so as to preserve the tax-exempt qualification of this obligation to Lessor and its assigns. In the event that Lessee's failure or refusal to

execute the required information filings results in or would result in the loss of the ability to exclude from gross income for federal tax purposes the interest paid on this Agreement of this obligation to the Lessor its assigns, Lessor may:

- (a) Demand that Lessee either cure the loss by a subsequent filing; or
- (b) Be indemnified by the Lessee for the loss occasioned by the loss of the ability to exclude from gross income the interest payable under the Agreement for federal income tax purposes; or
- (c) Treat the loss of the ability to exclude from gross income the interest payable under the Agreement for federal income tax purposes as an Event of Default as defined in this Agreement to which Lessee may pursue any and all remedies provided under said Agreement.

(11) Certification as to Arbitrage. Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered and the Equipment is expected to be delivered, and the Vendor fully paid on the Commencement Date.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund, reserve fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments.

(d) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written being one of the officials of the Lessee responsible for the execution and delivery of the Agreement.

CITY OF FORT WAYNE

By: _____

Title: _____
(Clerk or Secretary)

EXHIBIT B

RE: Equipment Lease Purchase Agreement dated _____, 19____, between FORT WAYNE NATIONAL BANK as Lessor and CITY OF FORT WAYNE, as Lessee.

Gentlemen:

As legal counsel to CITY OF FORT WAYNE (the "Lessee"), I have examined (1) an executed counterpart of a certain Equipment Lease Purchase Agreement, including the Exhibits attached thereto or forms of Exhibits to be attached thereto (the "Agreement") by and between FORT WAYNE NATIONAL BANK, as Lessor and Lessee which among other things provides for the lease of, sale to and purchase by the Lessee of certain property (the "Equipment"); (2) an executed counterpart of the ordinance or resolution of Lessee which among other things authorizes Lessee to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

- (1) Lessee is a political subdivision, duly organized and existing under the laws of the State of State¹, and is a state or political subdivision as such terms are used in Section 103 of the Internal Revenue Code of 1986, as amended;
- (2) Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Agreement and perform its obligations under the Agreement;
- (3) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Lessee and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms;
- (4) The authorization, approval and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (5) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment;
- (6) Lessee has sufficient moneys available to make all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee and such moneys have been properly budgeted and appropriated for this purpose in accordance with law; and
- (7) The Agreement is in accordance with and does not violate the usury laws of the State of State¹.

It is understood and agreed that counsel for Lessor may rely on this opinion in rendering any opinion as to the exclusion from gross income for Federal income tax purposes of the interest component of payments made by the Lessee to the recipient thereof pursuant to the Agreement, and may attach a copy of this opinion to their opinion.

Respectfully submitted,

By: _____

(PLEASE RETYPE THE CONTENT OF THIS EXHIBIT B ON THE LETTERHEAD OF THE COUNSEL RENDERING AND SIGNING THE EXHIBIT B OPINION OF COUNSEL LETTER.)

EXHIBIT C

RE: Equipment Lease Purchase Agreement dated _____, 19____, between FORT WAYNE NATIONAL BANK as Lessor and CITY OF FORT WAYNE, as Lessee.

All terms used herein have the same meaning as used in the above-referenced Agreement.

A. Rental Payments. The Rental Payments shall be in the amount set forth in the "Rental Payment" column of the Payment Schedule contained in this Exhibit C. Rental Payments shall become due beginning on the Commencement Date and thereafter on the **10TH day of EACH MONTH** in sequence for the duration of the Lease Term.

B. Purchase Price Schedule. The Purchase Price at any particular time shall be the amount set forth in the "Purchase Price" column of the Payment Schedule contained in this Exhibit C. The Purchase Price is in addition to all Rental Payments then due (including the Rental Payment shown on the same line in the Payment Schedule.)

C. Payment Schedule. The Payment Schedule is as set forth below:

PAYMENT DATE	PAYMENT AMOUNT	PRINCIPAL PORTION	INTEREST PORTION	PURCHASE PRICE
3/10/96	0.00	0.00	0.00	1,783,620.00
4/10/96	33,760.30	26,036.40	7,723.91	1,757,523.60
5/10/96	33,760.30	26,149.37	7,610.93	1,731,314.23
6/10/96	33,760.30	26,262.84	7,497.46	1,704,991.39
7/10/96	33,760.30	26,376.80	7,383.50	1,678,554.59
8/10/96	33,760.30	26,491.26	7,269.04	1,652,003.33
9/10/96	33,760.30	26,606.21	7,154.09	1,625,337.13
10/10/96	33,760.30	26,721.66	7,038.64	1,598,555.47
11/10/96	33,760.30	26,837.61	6,922.69	1,571,657.86
12/10/96	33,760.30	26,954.06	6,806.24	1,544,643.79
1/10/97	33,760.30	27,071.02	6,689.28	1,517,512.77
2/10/97	33,760.30	27,188.49	6,571.81	1,490,264.28
3/10/97	33,760.30	27,306.47	6,453.83	1,462,897.81
4/10/97	33,760.30	27,424.96	6,335.34	1,435,412.86
5/10/97	33,760.30	27,543.96	6,216.34	1,407,808.90
6/10/97	33,760.30	27,663.48	6,096.82	1,380,085.42
7/10/97	33,760.30	27,783.52	5,976.78	1,352,241.90
8/10/97	33,760.30	27,904.08	5,856.22	1,324,277.83
9/10/97	33,760.30	28,025.16	5,735.14	1,296,192.67
10/10/97	33,760.30	28,146.77	5,613.54	1,267,985.90
11/10/97	33,760.30	28,268.90	5,491.40	1,239,657.00
12/10/97	33,760.30	28,391.57	5,368.74	1,211,205.44
1/10/98	33,760.30	28,514.76	5,245.54	1,182,630.67
2/10/98	33,760.30	28,638.49	5,121.81	1,153,932.18
3/10/98	33,760.30	28,762.76	4,997.54	1,125,109.42
4/10/98	33,760.30	28,887.57	4,872.73	1,096,161.84
5/10/98	33,760.30	29,012.92	4,747.38	1,067,088.92
6/10/98	33,760.30	29,138.81	4,621.49	1,037,890.11
7/10/98	33,760.30	29,265.25	4,495.05	1,008,564.85
8/10/98	33,760.30	29,392.24	4,368.06	979,112.61
9/10/98	33,760.30	29,519.78	4,240.52	949,532.83
10/10/98	33,760.30	29,647.88	4,112.42	919,824.95
11/10/98	33,760.30	29,776.52	3,983.78	889,988.43
12/10/98	33,760.30	29,905.73	3,854.57	860,022.70

PAYMENT DATE	PAYMENT AMOUNT	PRINCIPAL PORTION	INTEREST PORTION	PURCHASE PRICE
1/10/99	33,760.30	30,035.50	3,724.80	829,927.20
2/10/99	33,760.30	30,165.83	3,594.47	799,701.37
3/10/99	33,760.30	30,296.73	3,463.57	769,344.64
4/10/99	33,760.30	30,428.19	3,332.11	738,856.45
5/10/99	33,760.30	30,560.23	3,200.08	708,236.23
6/10/99	33,760.30	30,692.83	3,067.47	677,483.39
7/10/99	33,760.30	30,826.02	2,934.28	646,597.38
8/10/99	33,760.30	30,959.78	2,800.52	615,577.60
9/10/99	33,760.30	31,094.12	2,666.18	584,423.48
10/10/99	33,760.30	31,229.04	2,531.26	553,134.44
11/10/99	33,760.30	31,364.55	2,395.75	521,709.89
12/10/99	33,760.30	31,500.65	2,259.65	490,149.24
1/10/00	33,760.30	31,637.34	2,122.96	458,451.90
2/10/00	33,760.30	31,774.62	1,985.68	426,617.28
3/10/00	33,760.30	31,912.50	1,847.80	394,644.78
4/10/00	33,760.30	32,050.97	1,709.33	362,533.81
5/10/00	33,760.30	32,190.05	1,570.25	330,283.76
6/10/00	33,760.30	32,329.73	1,430.57	297,894.03
7/10/00	33,760.30	32,470.01	1,290.29	265,364.02
8/10/00	33,760.30	32,610.91	1,149.39	232,693.11
9/10/00	33,760.30	32,752.42	1,007.88	199,880.69
10/10/00	33,760.30	32,894.54	865.76	166,926.16
11/10/00	33,760.30	33,037.27	723.03	133,828.88
12/10/00	33,760.30	33,180.63	579.67	100,588.26
1/10/01	33,760.30	33,324.61	435.69	67,203.65
2/10/01	33,760.30	33,469.21	291.09	33,674.44
3/10/01	33,760.30	33,614.44	145.86	1.00

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT D

**RE: Equipment Lease Purchase Agreement dated _____, 19____, between FORT WAYNE NATIONAL BANK
as Lessor and CITY OF FORT WAYNE, as Lessee.**

The Equipment is as follows:

SEE EXHIBIT E OF EQUIPMENT ATTACHED HERETO AND MADE A PART THEREOF

The Equipment is to be located at:

ONE MAIN STREET
FORT WAYNE, INDIANA 46802

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT E
OF EQUIPMENT TO LEASE PURCHASE AGREEMENT
FOR CITY OF FORT WAYNE
DATED _____, 19____

QTY	DESCRIPTION
66	1996 Ford Crown Victoria Police Cruisers (See VIN numbers following)

2	Service Manuals
60	Cruiser Personal Containment Module to include installation
33	Lightbars
36	Lightbars with Arrow
73	Motorola GM 300 Radios
64	Sirens and MIC
4	100 Watt Speakers
85	First Aid Kits
75	Fire Extinguishers
70	Monoshields
70	Gun Mounts
15	Used Unmarked Vehicles described as and VIN numbers following:

4	4-Wheel Drive Vehicles described as and VIN numbers following:
---	--

4 Specialty Vans described as and VIN numbers following

2 Extended Vans described as and VIN numbers following:

1 Pick-up Truck with Lift described as and VIN numbers following

LESSEE: CITY OF FORT WAYNE
LEASE NO. 0118090

SIGNATURE: _____
Title

EXHIBIT F

LEASE ACCEPTANCE CERTIFICATE

Lessor: FORT WAYNE NATIONAL BANK
110 W. BERRY STREET
FORT WAYNE, INDIANA 46802

RE: Equipment Lease Purchase Agreement dated _____, 19____, between FORT WAYNE NATIONAL BANK as Lessor and CITY OF FORT WAYNE, as Lessee.

In accordance with the above-referenced Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with FORT WAYNE NATIONAL BANK, ("Lessor") as follows:

(1) The Equipment, as described on the attached Invoice _____, as such term is defined in the Agreement, has been delivered, installed and accepted on the date indicated below:

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by the Agreement; and

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Agreement) exists at this time.

Date of Acceptance: _____

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT F

LEASE ACCEPTANCE CERTIFICATE

Lessor: FORT WAYNE NATIONAL BANK
110 W. BERRY STREET
FORT WAYNE, INDIANA 46802

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(3) Lessee is currently maintaining the insurance coverage required by the Agreement; and

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Agreement) exists at this time.

Date of Acceptance: _____

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT F

LEASE ACCEPTANCE CERTIFICATE

Lessor: FORT WAYNE NATIONAL BANK
110 W. BERRY STREET
FORT WAYNE, INDIANA 46802

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(3) Lessee is currently maintaining the insurance coverage required by the Agreement; and

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Agreement) exists at this time.

Date of Acceptance: _____

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT F

LEASE ACCEPTANCE CERTIFICATE

Lessor: FORT WAYNE NATIONAL BANK
110 W. BERRY STREET
FORT WAYNE, INDIANA 46802

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In accordance with the above-referenced Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with FORT WAYNE NATIONAL BANK, ("Lessor") as follows:

(1) The Equipment, as described on the attached Invoice _____, as such term is defined in the Agreement, has been delivered, installed and accepted on the date indicated below:

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

(3) Lessee is currently maintaining the insurance coverage required by the Agreement; and

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Agreement) exists at this time.

Date of Acceptance: _____

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT F

LEASE ACCEPTANCE CERTIFICATE

Lessor: FORT WAYNE NATIONAL BANK
110 W. BERRY STREET
FORT WAYNE, INDIANA 46802

RE: Equipment Lease Purchase Agreement dated _____, 19____, between FORT WAYNE NATIONAL BANK as Lessor and CITY OF FORT WAYNE, as Lessee.

In accordance with the above-referenced Equipment Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with FORT WAYNE NATIONAL BANK, ("Lessor") as follows:

(1) The Equipment, as described on the attached Invoice _____, as such term is defined in the Agreement, has been delivered, installed and accepted on the date indicated below:

(2) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

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Date of Acceptance: _____

CITY OF FORT WAYNE

By: _____

Title: _____

EXHIBIT F

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(3) Lessee is currently maintaining the insurance coverage required by the Agreement; and

(4) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as such term is defined in the Agreement) exists at this time.

Date of Acceptance: _____

CITY OF FORT WAYNE

By: _____

Title: _____

INSURANCE
City of Fort Wayne
Lease No. 0118090

Dear Lessee:

Before your lease can be closed, we need a properly executed Certificate of Insurance or binder covering the equipment you are leasing from us. Please contact your agent immediately and request that we be sent proof of the following insurance requirements:

1. **PHYSICAL DAMAGE:** coverage for fire, extended coverage, vandalism and malicious mischief for the actual cost of the equipment being leased which is **\$1,780,020.00**.
2. **LOSS PAYEE:** we must be named as Loss Payee on the Physical Damage coverage since we own the equipment during the term of the Lease. Inform your agent that the term "mortgagee" will not be acceptable since that indicates a security interest rather than ownership as described above.
3. **LIABILITY:** you must provide liability coverages in the following amounts:

\$ _____ per occurrence

\$ _____ aggregate per occurrence

\$ _____ property damage
4. **ADDITIONAL INSURED:** we must be named as Additional Insured on the liability coverage.
5. **NOTICE OF ASSIGNMENT:** we must be notified thirty (30) days prior to cancellation of the policy.

For our records, please fill in the name of your insurance agent and return one (1) copy of this letter to us. Please call me immediately if there will be any delay in our receiving the Insurance Certificate of binder from your agent.

Sincerely,

FORT WAYNE NATIONAL BANK

INSURANCE AGENT:

Name

Address

City/State/Zip

Phone Number _____

Policy Number _____ Expiration Date _____

1996 Police Equipment Lease
Summary of Financing Bids

Estimated Amount to Finance: \$ 1,780,020

Term: 60 Months

Bidder	Finance Rate	Monthly Payment	Annual Payments	Total Payments	Total Interest
Fort Wayne National Bank	5.155%	\$33,760.30	\$405,123.60	\$2,025,618.00	\$245,598.00
Norwest Investment Services	5.68%	\$34,148.54	\$409,782.48	\$2,048,912.40	\$268,892.40
NBD Bank, N.A.	6.02%	\$34,257.00	\$411,084.00	\$2,055,420.00	\$275,400.00

Prior Police Equipment Financings:

Awarded To	Year	Amount Financed	Finance Rate	Term	Annual Payments
Fort Wayne National Bank	1993	\$ 630,605	6.000%	36 mo.	\$ 155,852
Norwest Investment Services	1994	\$ 437,429	5.95%	60 mo.	\$ 102,414
Norwest Investment Services	1995	\$ 1,049,875	6.19%	60 mo.	\$ 244,679

BILL NO. S-96-02-09

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - JOHN N. CRAWFORD - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ ^{XXXXXXXXXXXX} DESIGNATING THE BOARD OF
PUBLIC WORKS AS LEASING AGENT FOR THE CITY OF FORT WAYNE, INDIANA:
APPROVING THE LEASE OF VARIOUS VEHICLES AND EQUIPMENT ITEMS BY THE
CITY OF FORT WAYNE: APPROVING A FORM OF LEASE: AUTHORIZING ACCEPTANCE
OF A LESSOR: AND APPROVING OTHER ACTIONS WITH RESPECT THERETO

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
<i>John Crawford</i>			
<i>Thomas C. Henry</i>			
<i>John N. Crawford</i>			
<i>Martin A. Bender</i>			
<i>Thomas E. Hayhurst</i>			

DATED: 3-12-96

Sandra E. Kennedy
City Clerk